

**SERVICE AGREEMENT  
for the  
WARRENTON-FAUQUIER VISITOR CENTER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **TOWN OF WARRENTON**, a municipal corporation of the Commonwealth of Virginia, (hereinafter referred to as "Town" or "the Town"), **FAUQUIER COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "County" or "the County") and the **FAUQUIER COUNTY CHAMBER OF COMMERCE**, a Virginia Non-Stock Corporation (hereinafter referred to as "Chamber" or "the Chamber").

**WITNESSETH:**

**WHEREAS**, the Town and County fund the operation of a visitor center within a state accredited tourism community known as the Warrenton-Fauquier Visitor Center, which is currently located at 183-A Keith Street, Warrenton, Virginia (hereinafter referred to as the "Visitor Center") and is currently operated by the Chamber; and

**WHEREAS**, the Town and County desire for the Chamber to continue operating the Visitor Center on their behalf as a welcome and information center for visitors to Fauquier County and the Town of Warrenton; and

**WHEREAS**, the Chamber desires to operate and manage the Visitor Center on behalf of the Town and County; and

**WHEREAS**, the Town, County and Chamber wish to set forth their agreement on the operation and management of the Visitor Center;

**NOW THEREFORE**, in consideration of the agreements herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties agree as follows:

**I. APPOINTMENT**

For the Fiscal Year of 2003 (beginning on July 1, 2002, and ending on June 30, 2003), the Town and the County hereby appoint the Chamber to manage and operate the Visitor Center in exchange for One Hundred Twenty-Five Thousand Dollars (\$125,000), in accordance with the terms and conditions herein. The Town and County shall pay four equal quarterly payments, in advance, of each fiscal quarter, with each being jointly and severally responsible for said payments. The appropriated funds shall be dedicated to the management and the operation of the Warrenton-Fauquier Visitor Center under the terms and conditions of this Agreement.

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## **II. TERM**

This Agreement shall be for a term of Fiscal Year of 2003 as indicated in Section I. above. Sixty (60) days prior to the County and Town's institution of their respective budget processes, The Chamber shall submit notice to the other parties as provided in Article XI herein, of its proposed annual fee to provide the services described herein for the following fiscal year. The Town and the County shall respond with its acceptance, counter offer or a thirty (30) day notice of non-renewal within thirty (30) days after the adoption of their respective budgets. The County and Town shall inform the Chamber of significant budget processes and decisions related to the proposed funds for the operation and management of the Visitor's Center. If the parties are negotiating on new terms while this Agreement expires, it shall operate on a month-to-month basis until the Agreement is amended. Termination of the Agreement while it is renewed on a month-to-month basis shall require at least thirty (30) day notice by the party desiring termination.

## **III. DUTIES**

The Chamber shall operate the Visitor Center in a manner that maintains its status as a state certified Visitor Information Center and observing all applicable federal, state and local laws, ordinances, rules and regulations currently in force or subsequently adopted for the operation of the Visitor Center. The parties hereto agree that the Visitor Center, as operated by the Chamber, shall remain open seven (7) days per week, between the hours of 9:00 am to 5:00 pm; however, the Visitor's Center shall be closed on nationally recognized holidays. The Chamber will retain adequate supplies of brochures at the Visitor Center as supplied by representatives of tourism interests, businesses, events and attractions from all parts of the Town of Warrenton and Fauquier County and maintain adequate supplies of informational brochures it receives from other parts of the County, and maintain adequate supplies of informational brochures it receives from other parts of the Commonwealth.

The Warrenton Fauquier Visitor Center will promote and enhance tourism in the Town and County through the following activities:

1. Responding to in-person, phone, e-mail and mail requests for information regarding the Town of Warrenton and/or Fauquier County by supplying materials and information to those requests in a reasonable timeframe and customer-friendly manner.
2. Maintaining a toll free telephone number dedicated solely to the Warrenton-Fauquier Visitor Center.
3. Maintaining and disseminating a Monthly Calendar of Events.

4. Providing accurate tourism information on the websites [www.visitfauquier.com](http://www.visitfauquier.com) and [www.visitwarrenton.com](http://www.visitwarrenton.com).
5. Compiling, printing and distributing the Town and County Visitor Guide to the Town and County Departments of Economic Development, the Virginia Welcome Centers, Visitor Centers in other parts of Virginia and appropriate businesses.
6. Drafting and distributing Press Releases on tourism topics and events to selected news media.
7. Nominating local events for awards where appropriate.
8. Serving as Visitor Center liaison with other Visitor Center Managers; the Virginia Tourism Corporation (VTC); the National Trust for Historic Preservation; the Virginia Film Office; the Foothills Tourism Partnership of Planning District 9; and the State of Virginia Department of Agriculture and Consumer Services (VDACS), and other organizations as deemed appropriate.
9. Maintaining active memberships in the Southeast Tourism Society; the Virginia Hospitality and Travel Association (VHTA); the Virginia Association of Convention and Visitors Bureaus (VSCVB); Virginia Civil War Trails; the Partnership for Warrenton; African-American Society; and the Fauquier Historical Society, or other hospitality/tourism organizations as deemed appropriate.
10. The Chamber's Tourism Advisory Committee shall provide event updates to the Visitor Center.
11. Compiling and submitting events for posting on the VTC website, [www.visitwarrenton.com](http://www.visitwarrenton.com) and [www.visitfauquier.com](http://www.visitfauquier.com).
12. Providing speakers for civic and business groups on the subject of tourism in the Town of Warrenton and in Fauquier County.
13. ~~13.~~ Disseminate Town of Warrenton Street maps produced by the Chamber.
14. All Visitor Center tourism activities will be jointly coordinated with ongoing tourism initiatives of the Town of Warrenton and Fauquier County, with coordination to be facilitated through monthly meetings of the designated agents of the parties to this agreement.

#### **IV. ADDITIONAL SERVICES**

The Chamber shall be compensated for any additional services and/or events with such compensation to include reimbursement for costs, time and materials and a fee for services as agreed between the parties prior to such activity.

#### **V. REPORTS**

Within 30 days after the end of each month, the Chamber will report to the Town/County Departments of Economic Development, the number of visitors to the Visitor's Center and other pertinent information it may receive from other agencies such as Traveler Spending Dollar reports from the Virginia Tourism Corporation. By August 1 of each year, the Chamber will file an annual report with the Town and County for the preceding fiscal year updating and summarizing the information contained in the monthly reports.

#### **VI. VISITOR CENTER LOCATION**

The Visitor Center shall be located at its present location at 183-A Keith Street, Warrenton, until such time as a fully accredited Visitor Center is constructed on the Spillman/Mosby property located on Falmouth Street in the Town of Warrenton.

#### **VII. VISITOR CENTER FURNITURE AND EQUIPMENT**

The Chamber has furnished the Visitor Center with all existing furniture and equipment to adequately maintain the Visitor Center. Title to said furniture and equipment still on the premises at the expiration of this Agreement remains with the Chamber. The Town and County are under no obligation to provide additional furniture or equipment or to replace existing furniture or equipment. Furniture or equipment acquired or replaced by the Chamber for use on the Premises during the term of this Agreement shall belong to the Chamber.

#### **VIII. MAINTENANCE AND REPAIR AT THE VISITOR CENTER**

Chamber shall have responsibility for the Visitor Center premises, including telephone and utilities so long as it remains at 183-A Keith Street.

#### **IX. INSURANCE AND INDEMNIFICATION FOR VISITOR CENTER**

The Chamber shall provide all risk, fire and casualty insurance coverage for the Visitor Center. Additionally, the Chamber will obtain and keep in full force and effect at all times during its use

and occupancy of the Premises, comprehensive liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. The Chamber will deliver to the Town and County a copy of said insurance policy and a certificate of insurance showing the same to be in full force and effect.

**X. NONDISCRIMINATION**

The Chamber agrees that in the operation of the Visitor Center, it will not, on the grounds of race, color, sex or national origin, discriminate or permit discrimination against any person or group of persons. Furthermore, the Chamber agrees that it will not discriminate against and will make reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

**XI. NOTICE**

Any notice, payment and monthly/annual reports required under this Agreement shall be addressed as follows:

If to the Town:

If to the County:

If to the Chamber:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Director of Economic  
Development

Director of Economic  
Development

Executive Director

**XII. RELATIONSHIP BETWEEN PARTIES**

The parties acknowledge that they are contractors independent of one another. Neither has the authority to bind the other(s) to any third party or otherwise to act in any way as the representative of the other(s) unless otherwise expressly agreed to in a writing and signed by all affected parties.

**XIII. GOVERNING LAW**

This Agreement is construed in accordance with the law of the Commonwealth of Virginia.

#### **XIV. SEVERABILITY**

Each part of this Agreement shall be construed in conjunction with all other parts but if any part is held to be invalid, the remainder of this Agreement shall not be impaired.

#### **XV. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

#### **XVI. INTERPRETATION/INTEGRATION**

This Agreement contains the entire understanding between the parties and upon its execution, it shall be a final expression, in language jointly chosen, of the agreement between the parties which can only be modified in writing. It supersedes any previous communication, representation, agreement and understanding, oral or written, between the parties. Each party specifically acknowledges and agrees that it has neither made nor relied upon any representation in entering this Agreement other than those specifically set forth herein. The nouns, pronouns, and verbs used in this Agreement shall be construed as being of such number and gender as the context may require. Paragraph headings used herein are for convenience only and shall not be used to interpret or construe the provisions of this Agreement. No provision of this Agreement shall be interpreted or construed against any party because that party or its legal representative drafted it.

#### **XVII. WAIVER/DURABILITY OF RIGHTS**

If either party hereto waives any of its rights hereunder for a specific instance or fails at any time, or from time-to-time, to exercise any of its rights, such action or inaction shall not be deemed a waiver of any other or subsequent rights under this Agreement nor will it, in any way, hinder such party from subsequently asserting or exercising any such rights.

#### **XVIII. BREACH**

No alleged breach of the Chamber's duties hereunder shall be deemed material unless the Chamber receives written notice of the alleged breach pursuant to Section XI and fails to cure the breach within sixty (60) days after receipt of notice.

## **XIX. DISPUTE RESOLUTION**

The parties shall make a good faith attempt to resolve any differences or disputes arising in connection with this Agreement by mutual consultation. If any dispute cannot be settled through mutual consultation, the parties agree to seek mediation services. Should the parties continue to disagree, such disagreement shall be placed in writing and shall serve as the basis for a notice of termination for convenience.

## **XX. FURTHER ASSURANCES**

The parties shall continue to use all of their skills, knowledge and efforts to effectuate the objectives of this Agreement and shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

## **XXI. TERMINATION BY NON-APPROPRIATION FOR CONVENIENCE**

- (a) Termination by Non-Appropriation. This contract is subject to the lawful appropriation of funds by the Town and the County. Should funds, in an amount sufficient to accomplish the purposes as set forth, not be appropriated, this Agreement shall terminate on the last day for which the sufficient funds have been appropriated, and all parties shall be released from any and all liability and obligations contained herein.
- (b) Termination for Convenience. Any party to this Agreement may terminate the same by sending ninety (90) days written notice of termination to all other parties. Upon the expiration of the 90 days, this Agreement shall be terminated and all parties released from liability hereunder.

## **XXII. AUDIT.**

The County or Town shall have the right, upon reasonable notice, to audit the Chamber's financial records related to the Visitor Center for a period of five years after the date of appropriation of each year's funds. The Chamber shall retain all financial records during the period of audit.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have voluntarily entered into and signed this Agreement to indicate their agreement to all of the terms herein.

**TOWN OF WARRENTON**

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**Kenneth McLawhon**  
**Town Manager**

**FAUQUIER COUNTY, VIRGINIA**

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**G. Robert Lee**  
**County Administrator**

**FAUQUIER COUNTY  
CHAMBER OF COMMERCE**

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**Anthony J. Tedeschi**  
**President, Board of Directors**